

REMARKS

The claims have been amended to better define the invention, and new claims 54-57 have been added. Support for the amended and new claims is found at least on page 4, lines 8-10 of the specification as filed.

Claims 34-40, 42-48 and 51-53 stand rejected under 35 U.S.C. 102(b) as being anticipated by Hou et al. (U.S. Patent No. 5,325,421).

Hou et al. discloses a voice directed communications system platform for allowing a caller register in a service to place a telephone call by merely uttering a label identifying a desired called destination. The system charges the telephone call to a particular billing account by merely uttering a label identifying that account. Also, the caller may place the call by dialing or uttering the telephone number of the called destination or by entering a speed dial code associated with that telephone number. See Abstract. Hou et al. includes a procedure to register subscriber labels. The subscription identification unit (SIU) 21 passes voice labels and the subscriber's account code to a controller 45. The registration procedure is completed when the controller 45 indicates that voice verification models of the subscriber's speech utterances have been stored. See Col 6, lines 2-15.

The Office Action alleges that the subscription may be a contract. Moreover, the Office Action interprets the calling labels as the conditions of the subscription. In addition, the Office action states that the billing process may be the terms of the subscription. See Office Action, page 7. Such registering of a service as disclosed in Hou et al., however, is not an "affirmatively accepted" "terms and conditions contract". Registering a service and accepting a terms and conditions contract may be two distinct actions.

Regarding new claims 54 and 56, even with such an interpretation as alleged by the Office Action, Hue et al. does not disclose or suggest "an instruction on how to accept the terms and conditions" of a terms and conditions contract. For at least this additional reason, Applicants respectfully request that claims 54 and 56 be allowed.

Regarding new claims 55 and 57, Hue et al. also does not disclose or suggest “an instruction on how to reject the terms and conditions contract”. For at least this additional reason, Applicants respectfully request that claims 55 and 57 be allowed.

Claims 41 and 49-50 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Hou et al. in view of Shelton (U.S. Patent No. 5,345,501).

Shelton discloses a customer order method, where the method first receives a customer PIN (Fig. 3, step 32) and provides a welcome message upon entry of the correct PIN (step 42; Col. 8, lines 5-8). Then, a customer selects a series of categories (step 44) and is greeted by associated category messages (step 46; Col. 5, lines 5-11; Col. 8, lines 5-8), in his attempt to order an item. These category selections may be made via speech recognition (Col. 5, lines 5-11; Col. 9, lines 59-62). After the last sub-category is selected (step 48), the method checks inventory availability for the item (step 50). Then, the method provides an inventory message stating the acceptance or non-acceptance of the order based on that availability (step 52). If the item is in stock, the order is stored under the customer’s PIN (step 54), and the customer may claim his item at the store from which he ordered.

Neither Shelton nor Hou et al., alone or in combination, disclose or suggest that a “processor creates a record of the session in the database, wherein the database maintains a recorded audio representation of at least a portion of the telecommunication call which documents that an individual has affirmatively accepted the terms and conditions contract.” For at least this reason, Applicants respectfully request that the rejection be withdrawn.

Nor do the references, alone or in combination, disclose or suggest “an instruction on how to accept the terms and conditions” of a terms and conditions contract. For at least this reason, new claims 54 and 56 should be allowed.

Nor do the references, alone or in combination, disclose or suggest “an instruction on how to reject the terms and conditions” of a terms and conditions contract. For at least this reason, new claims 55 and 57 should be allowed.

Claims 34-53 stand rejected under 103(a) as being unpatentable over Shelton in view of Shimada et al. (U.S. Patent No. 6,169,787).

Shimada et al. discloses a telephone transaction support system for registering contents of a transaction requested by a customer over a telephone. Neither Shimada et al. nor Shelton, alone or in combination, disclose or suggest that a "processor creates a record of the session in the database, wherein the database maintains a recorded audio representation of at least a portion of the telecommunication call which documents that an individual has affirmatively accepted the terms and conditions contract." For at least this reason, Applicants respectfully request that the rejection be withdrawn.

Nor do the references, alone or in combination, disclose or suggest "an instruction on how to accept the terms and conditions" of a terms and conditions contract. For at least this reason, new claims 54 and 56 should be allowed.

Nor do the references, alone or in combination, disclose or suggest "an instruction on how to reject the terms and conditions" of a terms and conditions contract. For at least this reason, new claims 55 and 57 should be allowed.

In view of the foregoing remarks and amendments, Applicants submit that the claims are in condition for allowance. Reconsideration is therefore respectfully requested. If there are any questions concerning this response, the Examiner is asked to phone the undersigned attorney at (312)-321-4200.

Respectfully submitted,



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